



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
80325

IBM Corp  
71 S Wacker 7th fl  
Chicago IL 60606

DATE  
3/28/2013  
F.O.B. POINT

PURCHASE ORDER NO.  
**184870 - 000- OP**  
REQUISITION NO.  
00108471 OR

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Office Technology Administration  
Cook County Administration Offices  
69 W. Washington St. RM 2700  
Chicago IL 60602-3007

**DELIVERY INSTRUCTIONS**

Business Office 312-603-1328 69 W.  
Washington #2700

DEPT NO

0161447 Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Service Charge AS/400	1.00 EA	5,416.0000	5,416.00	0161447.540180
2.00	Movers Charge AS/400 Cook County, Cook County,	1.00 EA	1,590.0000	1,590.00	0161447.540180
***** Total Order *****				7,006.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: \_\_\_\_\_

*[Signature]* 09 April 2013  
*[Signature]*

# Purchase Requisition

## Office of the Purchasing Agent

### Cook County of Illinois

Purchase Order Number

184872

Requisition # OR 108471

Contract # 13-60-12578

Open Date

Ship To: 8000741

Office Technology Administration

Delivery Instructions:

Supplier: 80325

IBM Corp

Buyer Number 724150 Supervisor 40  
 Bid/Sole Src Code SSV  
 Business Unit 0161447  
 Internal Req Number 13016028  
 Board Apr Date & Item  
 Requisition Date 3/18/2013  
 Date Needed 3/18/2013

Cook County Administration Off  
 69 W. Washington St. RM 2700  
 Chicago IL 60602-3007

Business Office 312-603-1328  
 69 W. Washington #2700  
 Chicago IL 60606

One Time Purchase

Yes ☐ No ☒ Covers Need for \_\_\_\_\_ months, Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_

Prior Contract No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Emergency No. \_\_\_\_\_

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

Business Unit and Object Account

1,000 208	Service Charge	AS/400	<	>	1.00 EA	5,416.0000	5,416.00	0161447 540180
2,000 208	Movers Charge	AS/400	<	>	1.00 EA	1,590.0000	1,590.00	0161447 540180

Total of Items Ordered

7,006.00

## CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient line number in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # \_\_\_\_\_

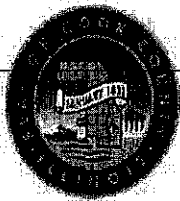
DATE \_\_\_\_\_

BY \_\_\_\_\_

REQUISITION #

BUREAU or DEPARTMENT HEAD

106 NCR



**Cook County**  
**Office of the Chief Procurement Officer**

**Sole Source Justification**

<b>General Information</b>	Date: 3/18/2013
Unit/Department: Bureau of Technology	Phone No. 312-603-1366
Contact Name:	Email eytan.dallal@cookcountyil.gov

<b>Vendor Information</b>	Requisition No: 108471-OR
Name: IBM	Purchase Order No.
Address: 71 South Wacker Drive, 7 <sup>th</sup> floor Chicago, Illinois 60606	Contract No.

<b>Description.</b> Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.
The Bureau of Technology is in need of relocation services for the IBM AS/400 system from 69 West Washington Street, 27 <sup>th</sup> floor to 118 North Clark Street, 7 <sup>th</sup> floor.

<b>Type.</b> Please select one of the options and explain below.
<input checked="" type="checkbox"/> Single Source <input type="checkbox"/> Proprietary/Copyright Restrictions <input type="checkbox"/> Equipment Compatibility <input type="checkbox"/> Patented Product <input type="checkbox"/> Exclusive or Unique Capability <input type="checkbox"/> Only economically feasible source Other: _____
Explanation: Why is this product or service the only one that would satisfy the requirement(s)? IBM has proprietary knowledge of the AS/400 system (it is their operating system) and regularly perform system moves, shut down procedures, power on procedures, verification/certification that all systems are functioning post move and can certify that the system is without failures.

<b>Due Diligence.</b> Describe the due diligence performed that led to the conclusion that this is a sole source. Other vendors considered are technology equipment movers, but will not logon to the system to perform any AS/400 tasks, nor do they have the knowledge to certify that the systems are functioning post-move.
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<b>Department Recommendation</b>	
Requestor: Eytan Dallal	Date: 3/18/2013
Department Head: Lydia Murray	Date: 3/18/2013

<b>Chief Procurement Officer's Approval</b>	
Signature: _____	Date: _____

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**A PROPOSAL FOR**

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**COOK COUNTY**

**DEPT OF OFF TECHNOLOGY  
69 WEST WASHINGTON ST ROOM 2700  
CHICAGO, IL 60602-3014**

**TO PROVIDE**

**Relocation Services**

**SUBMITTED BY:**



**7100 Highlands Parkway Atlanta, GA 30082**

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**Date: March 04, 2013**

**Siebel Reference: 2-30ZNBZD**

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## **PROPOSAL SUMMARY**

### **CHARGES**

In response to your request, IBM is pleased to submit this proposal to provide Services. The charges for the requested Services are specified in the "Charges" section of the attached Statement of Work.

### **REQUIRED DOCUMENT**

The IBM Customer Agreement or any equivalent agreement signed by both of us applies to this transaction.

### **ATTACHED DOCUMENT**

**Statement of Work (Services).** The Statement of Work to perform these Services is attached. These terms are in addition to those of the IBM Customer Agreement.

### **PROPOSAL EXPIRATION DATE**

The proposal expiration date for this Statement of Work is *June 02, 2013*.

# IBM Statement of Work for Services

## 1 Scope of Work

This section describes the Services that IBM will provide under this Statement of Work (SOW). Specifically, IBM will provide *COOK COUNTY* with *Relocation Services*.

These Services will be provided for 2 locations you designate (called "Designated Locations"). These Designated Locations are specified in the attachment to this Statement of Work. The Services will be performed at the Designated Locations per the Estimated Schedule.

SUPPLY HARD COPY PURCHASE ORDER: \_\_\_\_\_

IBM Agrees to provide the Services described in this SOW provided you accept this SOW, **without modification**, by signing in the space below on or before **June 02, 2013**.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work, its Attachments, and 2) the IBM Customer Agreement or any equivalent agreement in effect between us (called "Agreement") identified below.

Solution	Sites	Offerings
1	1	Relocation Services
2	1	Relocation Services

**Attachments**  
Attachment 1-1  
Attachment 2-1

Agreed to: **COOK COUNTY**

Agreed to: **International Business Machines Corporation**

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Customer number: 2166057

Customer address:

DEPT OF OFF TECHNOLOGY  
69 WEST WASHINGTON ST ROOM 2700  
CHICAGO, IL 60602-3014

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Reference Agreement number: HW10417

SMA Proposal Number: PRHU334B0544

Estimated Start Date: March 04, 2013

Estimated End Date: September 30, 2013

IBM Company address:

7100 Highlands Parkway  
Atlanta, GA 30082

Services Charge:	\$5,416.00
Estimated Mover's Charge:	\$1,590.00
<b>Total Estimated Charges:</b>	<b>\$7,006.00</b>

Please return signed copy to rudell@us.ibm.com

## 1.1 Relocation Services

The Relocation Services (called "Services") provide you the Services needed to move your Information Technology (IT) infrastructure and/or data center. Services consist of relocation planning/management services, relocation hardware services and relocation mover services.

The Services IBM will provide to you under this SOW are described in the following sections.

### 1.1.1 Relocation

#### **IBM Responsibilities**

IBM will provide you with the Relocation Services for the Machines at the Designated Location specified in Relocation Services attachments to this SOW.

**Discontinuance Services:** IBM will disassemble your Machines in accordance with IBM's standard practice for shipment. Such a move may include the disconnection of cables attached to the Machine(s), inter-frame cables, if present, and installation of packing materials (internal and or external) if required. IBM will identify items normally shipped with the Machine(s) and place appropriate service manuals, diagnostics, licensed internal code, and other items in shipping containers that IBM can provide, at IBM's discretion. You will incur additional charges for packing materials and shipping containers provided by IBM under this SOW. If requested by you, IBM can perform additional activities such as the retrieval and packing of cables (including channel interface cables and other cables you specify), as well as other items you identify, for shipment. IBM will perform all such activities for an additional charge and, if necessary, use the Project Change Control Procedure to add such activities.

**Reinstallation Services:** IBM will reassemble your Machines, including the removal of any internal packing materials and the interconnection of required IBM cables to support the reinstallation activities. Interconnection is defined as the attachment of cables that are in place and labeled to the Machine(s) being reinstalled. Cabling also includes the connection of all inter-frame cables. If requested, IBM will perform additional cabling activities such as the reinstallation of interface cables and network cables for an additional fee. IBM will test the Machines to conform to their Specifications, including active IBM features, and install or reconfigure the Machine diagnostics.

**Discontinuance/Reinstallation MSQ Services:** In order for IBM to make its Invisible Transit Damage (ITD) accommodation available for a Machine, the Machine must be in Maintenance Service Qualified (MSQ) status, and at an end-user location, Maintenance Service coverage to commence immediately upon completion of reinstallation, must have been requested before the transit seals were broken by IBM. If you request ITD coverage for a Machine not in MSQ status, IBM will perform such tests and inspections as it deems necessary to establish the Machine's MSQ status for an additional charge outside the scope of this SOW.

**Mover Services:** IBM will coordinate all activities associated with the moving and shipping of the Machines and will:

- contract with a moving firm

- notify the mover of the moving requirements
- provide guidance for the move

If requested, IBM will arrange for interim storage of your Machines. Such Services, however, will be performed for an additional charge outside the scope of this SOW.

IBM will be responsible for physical loss or damage to the Machines during disassembly, transportation, and reassembly of the Machines in your specific location. In the event that the Machines are being moved into or out of temporary storage, IBM will be responsible only for visible, physical damage directly attributable to the move itself. IBM is responsible only for loss or damage occurring while the Machines are under its control. IBM's responsibility for physical loss or damage to non-Data Processing equipment included in the move, while under its control, will be limited to the coverage provided by the carrier.

IBM will process any claims with the carrier. You are responsible for reporting physical loss or damage to IBM in writing within 10 business days after the move occurs. IBM's responsibility for loss or damage as stated above is contingent upon IBM's receipt of such notice.

**Replacement Value Coverage:** You have selected Replacement Value Coverage for physical loss or damage to Machines during transportation, and/or moving into or out of temporary storage. At its discretion, IBM will either repair or replace damaged Machines. In the case of repair, IBM will restore the Machines to conform to their Specifications. In the case of replacement of Machines or parts, such replacement may not be new but will be in good working order and functionally equivalent to the item replaced. Physical loss or damage to non-data processing equipment included in the move will be limited to the coverage provided by the carrier.

IBM's responsibilities are limited to:

- Inspection and assessment of damaged Machines.
- Safety evaluation, to determine if the Machines can be safely installed.
- Installation of the Machines to verify functionality (if IBM, at its discretion, determines it is safe to do so).
- Testing the Machines after reinstallation to verify conformance to their Specifications.
- Replacement of Machines or parts, as described above.

### **Your Responsibilities**

You agree to:

- inform each of your Location(s) of the work to be done and the estimated schedule for such Location;
- provide the information and requirements necessary for IBM to perform the Services in a timely manner;
- ensure the Machines are functional and conform to their Specifications, including active IBM features prior to the start of Services;
- make back-up copies of any relevant programs and data;
- within 10 business days of the Service provided, report to IBM in writing any physical loss or damage to the Machines;
- inform IBM in writing, subject to the terms of our Agreement, if you choose to terminate maintenance services for any of the Machines specified in Attachment 1-1 to this SOW;



- provide appropriate security clearances for IBM personnel; and
- advise building landlords at your Location(s) of the work to take place and obtain any necessary approvals.

If you choose to have non-IBM personnel lay, remove, connect or disconnect the interconnecting cables between your Machines, IBM will honor your request. However, any repair, delays or other costs resulting from such non-IBM activity will be charged to you at IBM's current hourly Services rates.

You are responsible for charges for repairs to:

- correct Machine malfunctions, unless such repairs are covered by an existing IBM agreement;
- correct the results of repair or reconfiguration work done by others;
- correct the results of warehouse damage or visible transit damage occurring while the Machines are not under IBM's control; and
- replace missing parts or parts IBM did not furnish for the Machine that require replacement.

You represent that you are either the owner of each Machine or are authorized by its owner to allow IBM to provide the Services you have selected under this SOW.

You acknowledge that IBM reserves the right to take additional safety precautions when moving Machines, which may include obtaining the services of a moving firm.

### **1.1.2 Deliverable Materials**

None

### **1.1.3 Completion Criteria**

IBM will have fulfilled its obligations for Relocation Services when the activities described above under "IBM Responsibilities" have been completed. IBM will advise you of the completion of these Services.

## **2 Estimated Schedule**

The Services will be performed consistent with the estimated schedule mutually agreed to by both of us. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

The following is provided for planning purposes:

Estimated Start Date: March 04, 2013

Estimated End Date: September 30, 2013

## **3 Other IBM Responsibilities**

Project Management Services provide a framework for managing project communications, reporting, and other contractual activity. IBM will designate a Project Manager who will be its focal point for all communications with you and will have the authority to act on its

behalf in matters regarding this SOW. IBM's Project Manager will perform the following tasks:

- recommend changes or additions to the project as appropriate
- review and administer the Project Change Control Procedure
- review and evaluate the progress the project with your Project Manager to resolve any necessary changes
- review SOW with your Project Manager
- review the current project status

**Deliverable Materials:**

There are no Materials associated with Project Management Services.

**Completion Criteria:** IBM will have fulfilled its obligations when IBM has accomplished its tasks described in the Scope of Services.

## **4 Your Other Responsibilities**

Your responsibilities listed in this SOW in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by you.

Prior to the start of this SOW, you will designate, in writing, a person who will be your Project Manager. All of IBM's communications will be addressed to the Project Manager who has the authority to act for you in all aspects of the SOW. The Project Manager will perform the following activities:

- accept responsibility for the actual content of any data file and selection and implementation of controls on its access and use and security of the stored data
- administer the Project Change Control Procedure with IBM's Project Manager
- arrange adequate office space with telephone access for project personnel as required
- arrange reasonable and safe access to project site for project personnel as required
- conduct any communications through IBM's Project Manager
- help resolve project issues and escalate issues within your organization as required
- interface between IBM's Project Manager and your organizations
- obtain and provide project requirements / data / decisions and approvals within three business days
- authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information wherever they do business, in connection with IBM products and services or in furtherance of IBM's business relationship with you.

You acknowledge that it is your responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and insure that products of the system meet those requirements

## 5 Deliverable Materials

- None

## 6 Completion Criteria

IBM responsibilities under this SOW will be considered complete when either one of the following first occurs:

1. IBM accomplishes its tasks described in this SOW, including delivery of any Deliverable Materials; or
2. The project is terminated in accordance with the provisions of the Agreement.

## 7 Delays

The Estimated Schedule will be reasonably extended and the charges adjusted, if necessary, as described in the "Project Change Control Procedure" section if the project is delayed by:

- acts or omissions of you or your employees or other contractors employed by you;
- additional requirements imposed by you or any government agencies;
- labor disputes;
- fire;
- unusual delays in transportation;
- adverse weather conditions which IBM cannot reasonably anticipate;
- unavoidable casualties;
- concealed or unforeseen conditions; and
- other causes beyond our control.

## 8 Charges

The Total Charges stated here represent the sum of the charges for the Services as described in this SOW, exclusive of any taxes.

The Estimated Mover's Charge is an estimate only. You will be invoiced for the actual mover's charge. If travel is required, Customer is responsible for all reasonable travel and living expenses, which would include actual transportation and lodging, per diem meal expenses and other reasonable and necessary charges associated with such travel and living expenses (e.g. luggage charges) incurred by IBM's personnel during the performance of the Services. Travel and living expenses will be invoiced monthly. Amounts are due upon receipt of invoice and payable within 30 days or as specified in a Transaction Document. Customer agrees to pay accordingly, including any late payment fee. Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties.

Service Charge	\$5,416.00
Estimated Mover's Charge	\$1,590.00
Total Estimated Charges:	\$7,006.00

**Invoicing:**

You will be invoiced upon completion of IBM's responsibilities. Invoices are payable upon receipt.

This Service Charge does not include charges for configuration tapes or diskettes that may be required for the requested Services. You will be billed separately for these items if needed.

You will also be invoiced separately on an hourly (per call) basis at IBM's current hourly services rates, for the following Services if requested by you of IBM:

- over-time work authorized by you to accelerate the schedule either as to the final completion date or any interim date;
- work required by IBM correct Machine malfunctions, unless such repairs are covered by an existing IBM agreement;
- work required by IBM to correct the results of repair or reconfiguration work done by others;
- work required by us to replace missing parts, defective parts or parts not furnished by IBM that require replacement; and
- additional time incurred by IBM caused by delays waiting for parts, equipment arrival, or access to the Designated Location(s).

## **9 Project Change Control Procedure**

If a change to this SOW is required, both of us agree to use a Project Change Request (called "PCR") as the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.

The designated lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both of us will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, both of us will sign the PCR which will constitute approval for the investigation charges. IBM will invoice you for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or PCR must be signed by both of us to authorize implementation of the investigated changes.

## **Statement of Work for Services, Attachment 1-1**

### **Relocation Services**

**Customer Designated Location**  
**COOK COUNTY**  
**DEPT OF OFF TECHNOLOGY**  
**69 WEST WASHINGTON ST**  
**ROOM 2700**  
**CHICAGO, IL 60602**

**Total Number of Designated Locations = 1**

<b>Machine Type/Model</b>	<b>Quantity</b>	<b>Services</b>
<b>9406-550</b>	<b>1</b>	<b>Discontinue</b>
<b>3590-A00</b>	<b>1</b>	<b>Discontinue</b>

## **Statement of Work for Services, Attachment 2-1**

### **Relocation Services**

**Customer Designated Location**  
**COOK COUNTY**  
**118 NORTH CLARK STREET 7TH**  
**FLOOR**  
**ROOM 2700**  
**CHICAGO, IL 60602**

**Total Number of Designated Locations = 1**

<b>Machine Type/Model</b>	<b>Quantity</b>	<b>Services</b>
<b>9406-550</b>	<b>1</b>	<b>Install</b>
<b>3590-A00</b>	<b>1</b>	<b>Install</b>

**THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT**



**COUNTY OF COOK  
BUREAU OF FINANCE**

**OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

Earlean Collins	1 <sup>st</sup> Dist	Bridget Gainer	10 <sup>th</sup> Dist
Robert Steele	2 <sup>nd</sup> Dist	John P. Daley	11 <sup>th</sup> Dist
Jerry Butler	3 <sup>rd</sup> Dist	John A. Fritchey	12 <sup>th</sup> Dist
William M. Beavers	4 <sup>th</sup> Dist	Lawrence Sufredin	13 <sup>th</sup> Dist
Deborah Sims	5 <sup>th</sup> Dist	Gregg Goslin	14 <sup>th</sup> Dist
Joan P. Murphy	6 <sup>th</sup> Dist	Timothy O. Schneider	15 <sup>th</sup> Dist
Jesus G. Garcia	7 <sup>th</sup> Dist	Jeffrey R. Tobolski	16 <sup>th</sup> Dist
Edwin Reyes	8 <sup>th</sup> Dist	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist
Peter N. Silvestri	9 <sup>th</sup> Dist		

April 9, 2013

IBM Corp.  
71 South Wacker Drive, 7<sup>th</sup> Floor  
Chicago, Illinois 60606

**RE: Notice of Award**  
**Quote Number 13-60-12578 for Service Charge AS/400**

Dear Sir/Madam:

This correspondence is to serve as notice that the County of Cook has issued a Purchase Order for 13-60-12578 for Service Charge AS/400.

Attached is a copy of Purchase Order 184870. When inquiring about this project, please refer to the purchase order number.

If you have any questions, please contact Angela Sanchez, Procurement Analyst at (312) 603-2691, or via email at [angela.sanchez@cookcountyil.gov](mailto:angela.sanchez@cookcountyil.gov).

Sincerely,

Shannon E. Andrews  
Chief Procurement Officer *SEA*

SEA/as

Cc: File (Contract No. 13-60-12578)